

**NOTICE OF PUBLIC AUCTION
SPECIAL COMMISSIONER’S SALE OF REAL ESTATE
CITY OF HAMPTON, VIRGINIA**

Pursuant to the terms of those certain Decrees of Sale entered in the Circuit Court of City of Hampton, the undersigned Special Commissioner will offer for sale at a simulcast (with online and in person bidding) public auction the following described real estate at **Ruppert Sargent Building in the Hampton Veterans Conference Room at 1 Franklin Street, Hampton, Virginia 23669**, on **November 1, 2022**, at **10:00 AM**.

The sale of such property is subject to the terms and conditions below, and any term or conditions which may be subsequently posted or announced by Dudley Resources (“Auctioneer”) and Taxing Authority Consulting Services, PC (“TACS”). Subsequent announcements made on the day of the auction take precedence over any prior written or verbal terms of sale.

	Property Owner(s)	RPC No.	TACS No.	Property Description
1	Milton Deloatch aka Milton Antoine Brown	12002098	818198	30 Fulton Street
2	James L. Powell	1001419	730489	627 Downing St.
3	Cecilia B. Henderson	1001406	730491	3007 Shell Rd.
4	Alberta E. Wilson	8000449	730478	1102 Bethel Ave
5	Derelle Brown Redeemed	2001455	730534	3826 Shell Rd.
6	A N & H Associates	8002673	730472	74 Riverchase Dr.
7	Ralph C. Anderson	8005581	730484	67 W. Little Back River Rd.
8	Temple of Life	1004564	730520	240 Hollywood Ave.
9	Temple of Life	1004565	730520	1206 Kecoughtan Rd.
10	Temple of Life	1004567	730520	1210 Kecoughtan Rd.
11	Renee Brown	1004137 and 1004139	730505	393 Merrimac Ave. 397 Merrimac Ave.
12	Macon I. Stephenson	1002811	730490	618 Delaware Ave.
13	Ronald Leach Redeemed	2001206	730545	521 Chapel St.
14	Ralph E. Price	2002299	730479	17 Henry St.

GENERAL TERMS OF SALE: All sales are subject to confirmation by the Circuit Court. The Special Commissioner has the right to reject any bids determined to be unreasonable in relation to the estimated value of the Property. Any unsold property will be offered for sale again at the next auction, whenever that may be.

Properties are conveyed by Special Warranty Deed, subject to any easements, covenants, agreements, restrictions, reservations, and any and all rights of record which may affect the property. Properties are offered for sale as-is, where-is, and if-is, with all faults and without any warranty, either expressed or implied. Persons are encouraged to make a visual inspection of the property within the limits of the law and to obtain an independent title search, at their own expense, prior to bidding on any of the properties to determine the suitability of the property for their purposes. It is not guaranteed that the property has a right-of-way or that it is not landlocked. Property is sold in gross and not by the acre. There is no warranty as to the accuracy of the GIS system, nor is the information contained therein a legal representation of any of the features of the property which it depicts.

The sale of property to the highest bidder is not contingent upon obtaining financing. Financing, if needed, is the sole responsibility of the high bidder. By bidding, parties are entering into a legally binding contract, waive all rescission rights, and understand that their bid is immediately binding, irrevocable, and enforceable. Additionally, by bidding, parties are representing that they have read, and agree to be bound by, all terms and conditions for this sale. Failure to complete the property purchase will result in forfeiture of any funds paid and may subject the highest bidder to additional damages, which may include expenses and any deficit upon resale.

PAYMENT TERMS: On the day of the auction, the highest bidder shall make a deposit in the amount of twenty-five percent (25%) or One Thousand Dollars (\$1,000.00), whichever is higher, **along with a 10% buyer's premium, subject to a minimum of 150.00, added to the final bid.** Bids which are less than One Thousand Dollars (\$1,000.00) shall be paid in full at the time of the auction. Deposits shall not exceed Twenty Thousand Dollars (\$20,000) per parcel. Such sum shall be held by the Special Commissioner and credited towards the purchase price following confirmation of the sale. Subsequent taxes will be prorated from the auction date, and the highest bidder will be responsible for taxes from that date forward.

The balance of the purchase price and recording costs for deed recordation shall be deposited by the highest bidder with the Special Commissioner within fifteen (15) days of confirmation of the sale by the Court.

Credit Card information or other proof of funds will be collected as part of the registration process for deposit purposes. If using a credit card, immediately upon conclusion of the Sale, the highest bidder's registered credit card will be charged an initial deposit amount of \$2,500.00, or the minimum deposit amount outlined in the terms above, if less than \$2,500.00.

Terms applicable to In-Person Bidders ONLY: The deposit and buyer's premium are due on the day of the auction. The balance due will reflect the deposited funds received via credit card upon the close of the auction. All payments must be made in the form of personal check, cashier's check or money order. **No cash will be accepted.**

Terms applicable to Online Bidders ONLY: All interested parties must register and be approved by the Auctioneer. Registration and bidding are free of charge and are done through the Auctioneer's website www.dudleyresources.auction. If any interested bidders are unable to

attend for in-person bidding and wish to bid on property, but do not have access to the internet, please contact the Auctioneer, at 804-709-1954 for assistance.

The highest bidder will receive their purchase contract and balance due via email following the close of the auction. The balance due will reflect the deposited funds received via credit card upon the close of the auction. The contract shall immediately be executed and returned to TACS. **The deposit and buyer's premium must be received in full within seven (7) days following the auction closing (no later than November 8, 2022)**. All payments must be made in the form of certified funds, cashier's check, money order or wire transfer. Cash and personal checks **will not** be accepted. Checks and money orders shall be made payable to City of Hampton and forwarded to TACS, at the address shown below. Wire transfer instructions will be provided to the highest bidder upon request.

GENERAL TERMS: To qualify as a purchaser at this auction, you may not owe delinquent taxes to City of Hampton and you may not be a Defendant in any pending delinquent tax matter. Questions concerning the registration and bidding process should be directed to the Auctioneer online at www.dudleyresources.auction, by email to info@dudleyresources.com or by phone to, 804-709-1954. Questions concerning the property subject to sale should be directed to TACS online at www.taxva.com, by email to taxsales@taxva.com, by phone to 804-548-4429, or by writing to the address below.

Re: City of Hampton
Judicial Sale Auction
Taxing Authority Consulting Services, PC
P.O. Box 31800
Henrico, Virginia 23294-1800

SAMPLE “Online bidders ONLY”
PURCHASER’S ACKNOWLEDGEMENT AND
CONTRACT OF SALE

PURCHASER’S ACKNOWLEDGEMENT AND CONTRACT OF SALE At that certain real estate tax sale which closed on _____, the undersigned was the highest bidder on the real estate described below, for a bid price of \$_____.

Case Name _____
Tax Map No. _____
Account No. _____
TACS No. _____

I understand that a buyer’s premium in the amount \$_____, and a deposit in the amount of \$_____ (25% of the purchase price or \$1,000.00, whichever is more, or the entire purchase price if less than \$1,000.00, or \$20,000.00 if purchase price is more than \$80,000.00) is required to be received by TACS within five (5) business days following the auction closing (no later than _____ at _____ EST) and that the balance will be due within fifteen (15) days after confirmation of this sale by the Circuit Court of the _____, Virginia.

Cashier’s checks and money orders shall be made out to _____ and forwarded to TACS at the address below. Wire transfer instructions will be provided on request. All payments must reference the Tax Map No. of the parcel. I understand that cash and personal checks will not be accepted. I understand that in the event my payment is returned, improperly tendered, or is otherwise not made, the contract of sale may be voided, and the next highest bidder will be contacted to purchase the property.

I understand that this property is being sold subject to any covenants, easements, agreements, restrictions, reservations, conditions of record, and any claims of persons in possession. I understand that this property may not have a right-of-way to a public road, and I hereby accept this limitation. I understand that I will be notified at the address below of the date the Court intends to confirm this sale, and that this Court hearing will be my last opportunity to raise any questions concerning this sale. I understand that this property is offered for sale as-is, with all faults and without any warranty, either expressed or implied, and I confirm that I have satisfied myself as to the property’s existence and location prior to the execution of this contract.

I understand that I will be responsible for any real estate taxes on this parcel from the auction closing date. I further understand that in the event I owe delinquent taxes to or am named as a Defendant in any delinquent tax suit filed by the above-named locality, that this contract shall be voidable and I agree to forfeit any right, title or interest that I may have in the real estate to the next highest bidder as listed in the auction documents

If the balance of the purchase price is not paid in full within fifteen (15) days of confirmation, I agree to forfeit all amounts paid and pay any charges incurred by the Special Commissioner or the Court in collecting on the delinquent amount. I further understand that if I

fail to comply with this Purchaser's Acknowledgement and Contract of Sale, that this real estate may be resold and that I will be responsible for any deficiency upon resale, including any expenses that may be incurred.

I understand that by bidding, I have entered into a legally binding contract and that I waive all rescission rights. I understand that my bid was immediately binding, irrevocable, and enforceable. I understand that if I fail to comply with this Purchaser's Acknowledgment and Contract of Sale, that any funds paid hereunder will be forfeited, and that I will be responsible for any deficiency or damages upon resale, including any expenses that may be incurred. I also understand that my electronic signature shall be considered true and accurate for the purposes of this transaction.

I understand that the former owner(s) of this property may for good cause shown, within ninety (90) days from the entry of the Decree of Confirmation in this matter, petition the Court to have the matter reheard. I understand that title to the property described herein will be taken in the name(s) indicated below and I represent that I have the authority to purchase and title the property in the name(s) shown below.

High Bidder Electronic Signature
Date: _____
Bidder Name: _____
Street Address: _____
City, State, ZIP: _____
Phone: _____
Email: _____

Title will be taken in the name of: _____

Type of Interest: Tenants in Common Tenants by Entirety with ROS
 Joint Tenants with ROS N/A

If **purchaser** contact information is different from **bidder** contact information, please provide it below.

CERTIFICATION

It is hereby certified that TACS has received this Purchaser's Acknowledgment and Contract of Sale, signed and dated by the above-referenced bidder, on _____.

Taxing Authority Consulting Services, PC
Attn: Litigation Department (_____)
P.O. Box 31800
Henrico, Virginia 23294-1800

SAMPLE “In-person bidders ONLY”
PURCHASER’S ACKNOWLEDGEMENT AND
CONTRACT OF SALE

At that certain Special Commissioner’s sale held on Tuesday, November 1, 2022 in the cause styled City of Hampton v. _____ (Case No. _____), the undersigned was the highest bidder on the real estate described below, for a bid price of \$ _____, and a buyer’s premium of \$ _____.

Tax Map No. _____

Account No. _____

I understand that a deposit of \$ _____ (25% of the purchase price or \$1,000.00, whichever is more, or the entire purchase price if less than \$1,000.00, or \$20,000.00 if purchase price is more than \$80,000.00) is required to be deposited today with the Special Commissioner and that the balance will be due within fifteen (15) days after confirmation of this sale by the Circuit Court City of Hampton, Virginia. Further, I understand that a buyer’s premium is required in this auction and have agreed to pay \$ _____ as a buyer’s premium.

I understand that this property is being sold subject to any covenants, easements, agreements, restrictions, reservations, conditions of record, and any claims of persons in possession. I understand that this property may not have a right-of-way to a public road, and I hereby accept this limitation. I understand that I will be notified at the address below of the date the Court intends to confirm this sale, and that this Court hearing will be my last opportunity to raise any questions concerning this sale. I understand that this property is offered for sale as-is, with all faults and without any warranty, either expressed or implied, and I confirm that I have satisfied myself as to the property’s existence and location prior to the execution of this contract.

I understand that I will be responsible for any real estate taxes on this parcel from the date of sale (auction date). I further understand that in the event I owe delinquent taxes to the City of Hampton or if I am named as a Defendant in any delinquent tax suit filed by the City of Hampton, Virginia, that this contract may be made null and void and I agree to forfeit any right, title or interest that I may have in the real estate to the next highest bidder as listed in the auction documents.

If the balance of the purchase price is not paid in full within fifteen (15) days of confirmation, I agree to forfeit the deposit and pay any charges incurred by the Special Commissioner or the Court in collecting on the delinquent amount. I further understand that if I fail to comply with this Purchaser’s Acknowledgement and Contract of Sale, that this real estate may be resold and that I will be responsible for any deficiency upon resale, including any expenses that may be incurred.

I understand that the former owner(s) of this property may for good cause shown, within ninety (90) days from the entry of the Decree of Confirmation in this matter, petition the Court to have the matter reheard. I understand that title to the property described herein will be taken in the name(s) indicated below and I represent that I have the authority to purchase and title the property in the name(s) shown below.

Signature

Print Name:

Address:

Phone:

Email:

Title will be taken in the name of:

Type of Interest: Tenants in Common Tenants by Entirety with ROS Joint Tenants None

CERTIFICATION

It is hereby certified that the above-referenced purchaser has, on this 1st day of November, 2022, acknowledged and executed the foregoing Purchaser's Acknowledgment and Contract of Sale. I further certify that the contact information and signature shown above belong to the aforementioned purchaser and are true and correct to the best of my knowledge.

Taxing Authority Consulting Services, PC

Property No. 1

RPC No. 12002098

Owner: Milton Deloatch aka Milton Antoine Brown

Hampton, Virginia

Property Address: 30 FULTON ST
HAMPTON, VA 23663
Mailing Address: 30 FULTON ST
HAMPTON, VA 23663
PIN/LRSN/RPC : 12002098

General Information

Owner's Name: BROWN MILTON ANTOINE
Assessment Neighborhood: 1148
Legal Description: 30 FULTON ST 24 X 144.
Subdivision Number: 400000
Deeded Acreage: .08
Deeded SqFt: 3312
GIS Acreage: .08
Old Map No: 12G121 00 00000



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Property No. 2

RPC No. 1001419

Owner: James L. Powell

Hampton, Virginia

Property Address: 627 DOWNING ST
HAMPTON, VA 23661
Mailing Address: 369 E DEPUTY LN UNIT E
NEWPORT NEWS, VA 23608
PIN/LRSN/RPC : 1001419

General Information

Owner's Name: POWELL JAMES L
Assessment Neighborhood: 1178
Legal Description: BICKFORDS NEWTWN L28.PT
ALY B2
Subdivision Number: 500013
Deeded Acreage: *No Data*
Deeded SqFt: 0
GIS Acreage: .09
Old Map No: 01K001 00 02028



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Property No. 3

RPC No. 1001406

Owner: Cecilia B. Henderson

Hampton, Virginia

Property Address: 3007 SHELL RD
HAMPTON, VA 23661
Mailing Address: 8 CHESTNUT HILL LN S
WILLIAMSVILLE, NY 14221
PIN/LRSN/RPC : 1001406

General Information

Owner's Name: HENDERSON CECILIA B &
BROWN HOWARD C JR &
BROWN DAVID E JR ETAL
Assessment Neighborhood: 1178
Legal Description: BICKFDS NEWTWN L5A. B2
Subdivision Number: 500013
Deeded Acreage: .18
Deeded SqFt: 7800
GIS Acreage: .18
Old Map No: 01K001 00 02005A



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Property No. 4

RPC No. 8000449

Owner: Alberta E. Wilson

Hampton, Virginia

Property Address: 1102 BETHEL AVE
HAMPTON, VA 23669
Mailing Address: 1102 BETHEL AVE
HAMPTON, VA 23669
PIN/LRSN/RPC : 8000449

General Information

Owner's Name: WILSON ALBERTA E &
PULLIAM CARLA H C/O
DORIS THOMAS VANN
Assessment Neighborhood: 1168
Legal Description: KING STREET EXTENSION L2.
B10
Subdivision Number: 100046
Deeded Acreage: .1
Deeded SqFt: 4200
GIS Acreage: .1
Old Map No: 08C001 00 10002



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Property No. 5

RPC Nos. 2001455

Owner: Derelle Brown

Hampton, Virginia

Property Address: 3826 SHELL RD
HAMPTON, VA 23669

Mailing Address: 2841 WOODLAND AVE
NORFOLK, VA 23504

PIN/LRSN/RPC : 2001455

General Information

Owner's Name: BROWN DERELLE

Assessment Neighborhood: 1220

Legal Description: 3826 SHELL RD 50 X 140.14

Subdivision Number: 500000

Deeded Acreage: *No Data*

Deeded SqFt: 0

GIS Acreage: .16

Old Map No: 02E016 00 00000



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Property No. 6

RPC No. 8002673

Owner: AN & H Associates

Hampton, Virginia

Property Address: 74 RIVERCHASE DR
HAMPTON, VA 23669
Mailing Address: LITTLE BACK RIVER RD
HAMPTON, VA 23669
PIN/LRSN/RPC : 8002673

General Information

Owner's Name: A N & H ASSOCIATES INC
Assessment Neighborhood: 6000
Legal Description: RIVER LAND TH 2 COMM
AREA
Subdivision Number: 100083
Deeded Acreage: 5.91
Deeded SqFt: 257440
GIS Acreage: 6.59
Old Map No: 08H004 02 00000COMM



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Property No. 7

RPC No. 8005581

Owner: Ralph C. Anderson

Hampton, Virginia

Property Address: 67 W LITTLE BACK RIVER RD
HAMPTON, VA 23669

Mailing Address: 4212 THOROUGHGOOD DR
VIRGINIA BEACH, VA 23455

PIN/LRSN/RPC : 8005581

General Information

Owner's Name: ANDERSON C RALPH &
ANDERSON ANNE &
ANDERSON ERIC

Assessment Neighborhood: 1310

Legal Description: 67 LITTLE BACK RIVER RD
100FT.

Subdivision Number: 100000

Deeded Acreage: *No Data*

Deeded SqFt: 0

GIS Acreage: .35

Old Map No: 08V025 00 00000



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Property No. 8

RPC No. 1004564

Owner: Temple of Life

Hampton, Virginia

Property Address: 240 HOLLYWOOD AVE
HAMPTON, VA 23661

Mailing Address: 1210 KECOUGHTAN RD
HAMPTON, VA 23661

PIN/LRSN/RPC : 1004564

General Information

Owner's Name: TEMPLE OF LIFE

Assessment Neighborhood: 1330

Legal Description: NEWPORT NEWS CO L17.18.
B22

Subdivision Number: 500101

Deeded Acreage: *No Data*

Deeded SqFt: 0

GIS Acreage: .18

Old Map No: 01T001 00 22017



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Property No. 9

RPC No. 1004565

Owner: Temple of Life

Hampton, Virginia

Property Address: 1206 KECOUGHTAN RD
HAMPTON, VA 23661

Mailing Address: 1210 KECOUGHTAN RD
HAMPTON, VA 23661

PIN/LRSN/RPC : 1004565

General Information

Owner's Name: TEMPLE OF LIFE
NEW LIFE CHRISTIAN METH
EPISC CHURCH

Assessment Neighborhood: 9010

Legal Description: NEWPORT NEWS CO L19.20.
B22

Subdivision Number: 500101

Deeded Acreage: .18

Deeded SqFt: 7950

GIS Acreage: .17

Old Map No: 01T001 00 22019



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Property No. 10

RPC No. 1004567

Owner: Temple of Life

Hampton, Virginia

Property Address: 1210 KECOUGHTAN RD
HAMPTON, VA 23661

Mailing Address: 1210 KECOUGHTAN RD
HAMPTON, VA 23661

PIN/LRSN/RPC : 1004567

General Information

Owner's Name: TEMPLE OF LIFE
NEW LIFE CHRISTIAN METH
EPISC CHURCH

Assessment Neighborhood: 9010

Legal Description: NEWPORT NEWS CO
LPT21TH25.B22

Subdivision Number: 500101

Deeded Acreage: .23

Deeded SqFt: 9975

GIS Acreage: .22

Old Map No: 01T001 00 22021W



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Property No. 11

RPC No. 1004137

Owner: Renee Brown

Hampton, Virginia

Property Address: 393 MERRIMAC AVE
HAMPTON, VA 23661
Mailing Address: 1811 WOMACK DR
HAMPTON, VA 23663
PIN/LRSN/RPC : 1004137

General Information

Owner's Name: BROWN RENEE & ROBERTS
LARRY
Assessment Neighborhood: 1234
Legal Description: J B LAKES ESTATE L42.44. B3
Subdivision Number: 500088
Deeded Acreage: *No Data*
Deeded SqFt: 0
GIS Acreage: .11
Old Map No: 01R012 00 03042



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Property No. 11 (continued)

RPC No. 1004139
Owner: Renee Brown

Hampton, Virginia

Property Address: 397 MERRIMAC AVE
HAMPTON, VA 23661
Mailing Address: 1811 WOMACK DR
HAMPTON, VA 23663
PIN/LRSN/RPC : 1004139

General Information

Owner's Name: BROWN RENEE & ROBERTS
LARRY
Assessment Neighborhood: 1234
Legal Description: J B LAKES ESTATE L46.48. B3
Subdivision Number: 500088
Deeded Acreage: *No Data*
Deeded SqFt: 0
GIS Acreage: .11
Old Map No: 01R012 00 03046



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Property No. 12

RPC No. 1002811

Owner: Macon I. Stephenson

Hampton, Virginia

Property Address: 618 DELAWARE AVE
HAMPTON, VA 23661

Mailing Address: 122 WESTVIEW DR
HAMPTON, VA 23666

PIN/LRSN/RPC : 1002811

General Information

Owner's Name: STEPHENSON MACON I &
STEPHENSON SAMANTHA L
& SMITH ALONZO J ETAL

Assessment Neighborhood: 1184

Legal Description: DUNBAR GARDENS L10. BC

Subdivision Number: 500037

Deeded Acreage: *No Data*

Deeded SqFt: 0

GIS Acreage: .14

Old Map No: 01M003 00 C 010



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Property No. 13

RPC No. 2001206
Owner: Ronald Leach

Hampton, Virginia

Property Address: 521 CHAPEL ST
HAMPTON, VA 23669
Mailing Address: 521 CHAPEL ST
HAMPTON, VA 23669
PIN/LRSN/RPC : 2001206

General Information

Owner's Name: LEACH RONALD & WHITLEY-
LEACH CYNTHIA L
Assessment Neighborhood: 1220
Legal Description: WESTHAMPTON L28.
Subdivision Number: 500152
Deeded Acreage: *No Data*
Deeded SqFt: 0
GIS Acreage: .18
Old Map No: 02E002 00 00028



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Property No. 14

RPC No. 2002299
Owner: Ralph E. Price

Hampton, Virginia

Property Address: 17 HENRY ST
HAMPTON, VA 23669
Mailing Address: 10509 STALLINGS CREEK DR
SMITHFIELD, VA 23430
PIN/LRSN/RPC : 2002299

General Information

Owner's Name: PRICE RALPH E ET UX
Assessment Neighborhood: 1294
Legal Description: S HPT WEST DIV LPT 39.40.
Subdivision Number: 500183
Deeded Acreage: *No Data*
Deeded SqFt: 0
GIS Acreage: .17
Old Map No: 02F152 00 00039



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NOTES
